

2-358A008

Law Offices of

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RECORDATION NO. 18015-D  
FILED 1425

RECORDATION NO. 18015-E  
FILED 1425

2 North Central Avenue  
Phoenix, Arizona 85004  
(602) 256-4060

50 South Main Street  
Salt Lake City, Utah 84144  
(801) 533-0066

DEC 23 1992-10 45 AM

INTERSTATE COMMERCE COMMISSION

December 23, 1992

DEC 23 1992-10 45 AM  
INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr., Secretary  
Interstate Commerce Commission  
Twelfth Street & Constitution Avenue, N.W.  
Washington, DC 20423

18015-D  
-E

Re: Western Resources, Inc.  
Leveraged Lease Financing of Rotary Dump Gondola Cars

Dear Mr. Strickland:

I am enclosing for recording pursuant to Section 11303 of Title 49 of the United States Code, two originals of each of the two secondary documents described below, which secondary documents are related to the two previously recorded primary documents identified below. As one of the attorneys representing the Note Purchaser in this transaction, I have knowledge of the matters described in this letter.

The enclosed secondary documents are as follows:

- (1) Lease Supplement No. 2, dated as of December 23, 1992, between The Connecticut National Bank, as Lessor, and Western Resources, Inc., as Lessee; and
- (2) Security Agreement Supplement No. 2, dated as of December 23, 1992, between The Connecticut National Bank, as Owner Trustee, and Wilmington Trust Company, as Security Trustee.

The primary documents to which the enclosed secondary documents are connected are as follows:

- (1) Railcar Lease, dated as of November 30, 1992, between The Connecticut National Bank, as lessor (the "Lessor"), and Western Resources, Inc., as lessee (the "Lessee") which was recorded on November 30 and assigned recordation number 18015; and
- (2) Security Agreement - Trust Deed, dated as of November 30, 1992, between The Connecticut National Bank, as owner trustee (the "Owner Trustee"), and Wilmington Trust Company, as security trustee (the "Security Trustee") which was recorded on November 30 and assigned recordation number 18015-A.

County parts - [Signature]

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The names and addresses of the parties to the documents are as follows:

LEASE SUPPLEMENT NO. 2

Lessee: Western Resources, Inc.  
818 Kansas Avenue  
Topeka, Kansas 66612

Lessor: The Connecticut National Bank  
777 Main Street  
Hartford, Connecticut 06115

SECURITY AGREEMENT SUPPLEMENT NO. 2

Owner Trustee: The Connecticut National Bank  
777 Main Street  
Hartford, Connecticut 06115

Security Trustee: Wilmington Trust Company  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19890

The Lease Supplement No. 2 and the Security Agreement Supplement No. 2 provide, *inter alia*, for the Railcar Lease and the Security Agreement - Trust Deed to apply to the rotary dump gondola cars bearing the road numbers set forth in Schedule 1 to the Lease Supplement No. 2, namely the road numbers set forth in Exhibit A hereto.

The description of the equipment covered as of the date hereof by the aforesaid Lease Supplement No. 2 and Security Agreement Supplement No. 2 is as set forth on Exhibit A hereto.

A fee of thirty-two dollars (\$32.00) is enclosed. Please time and date stamp the enclosed copy of each of the enclosed documents along with the extra copy of this letter as proof of filing and recordation of the enclosed documents and return the original and any extra copies of such documents and this letter not needed by the Commission for recordation to:

Michael G. McGee, Esq.  
Chapman and Cutler  
111 West Monroe  
Chicago, Illinois 60603

CHAPMAN AND CUTLER

A short summary of each of the documents to appear in the index follows:

(1) LEASE SUPPLEMENT NO. 2:

Lease Supplement No. 2 between The Connecticut National Bank, as Lessor, 777 Main Street, Hartford, Connecticut 06115, and Western Resources Inc., as Lessee, 818 Kansas Avenue, Topeka, Kansas 66612, dated as of December 23, 1992, covering 352 rotary dump gondola cars bearing the road numbers set forth in Schedule 1 to such Lease Supplement No. 2, namely road numbers set forth in Exhibit A. The Lease Supplement No. 2 is related to the Railcar Lease between the Lessor and the Lessee dated as of November 30, 1992, which was previously recorded and assigned recordation number 18015.

(2) SECURITY AGREEMENT SUPPLEMENT NO. 2:

Security Agreement Supplement No. 2 between The Connecticut National Bank, as Owner Trustee, 777 Main Street, Hartford, Connecticut 06115, and Wilmington Trust Company, as Security Trustee, Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, dated as of December 23, 1992, covering 352 rotary dump gondola cars bearing the road numbers set forth in Schedule A to such Security Agreement Supplement No. 2, namely road numbers set forth in Exhibit A. The Security Agreement Supplement No. 2 is related to the Security Agreement - Trust Deed between the Owner Trustee and the Security Trustee, dated as of November 30, 1992, which was previously recorded and assigned recordation number 18015-A.

If you have any questions or need further information, please do not hesitate to contact the undersigned (312-845-3767) or Karl Williams (312-845-3892).

Sincerely,

CHAPMAN AND CUTLER

By   
Michael G. McGee

MGM/cs  
Enclosure

Law Offices of  
**CHAPMAN AND CUTLER**

**EXHIBIT A**

**UNITS**

<b>EQUIPMENT</b>	<b>QUANTITY</b>	<b>REPORTING MARKS</b>
Rotary Dump Gondola Cars	352	JECX 1283 1288-1638, Inclusive

DEC 23 1992 10 45 AM

## SECURITY AGREEMENT SUPPLEMENT NO. 2

INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT SUPPLEMENT NO. 2, dated December 23, 1992, between The Connecticut National Bank, not individually but solely as owner trustee (the "Debtor") under the Trust Agreement dated as of November 30, 1992 (the "Trust Agreement") for the benefit of BA Leasing & Capital Corporation, a California corporation (the "Owner Participant"), and Wilmington Trust Company, as security trustee (the "Security Trustee") under the Security Agreement-Trust Deed dated as of November 30, 1992 from the Debtor to the Security Trustee (the "Security Agreement").

## WITNESSETH:

WHEREAS, the Security Agreement provides for the execution and delivery from time to time of Security Agreement Supplements substantially in the form hereof each of which shall particularly describe the Equipment (such term and other defined terms in the Security Agreement being herein used with the same meaning) included in the Collateral and subject to the security interest of the Security Agreement;

NOW, THEREFORE, TO SECURE THE PAYMENT when and as due and payable of the principal of and the premium, if any, and interest on the Notes, and to secure the payment of all other indebtedness which the Security Agreement by its terms secures and compliance with all the terms of the Security Agreement and of such Notes, the Debtor does hereby create and grant to the Security Trustee and to its successors and assigns a security interest in the following properties:

- (a) all the Items of property and equipment described in Schedule A annexed hereto;
- (b) all accessories, equipment, parts and appurtenances appertaining or attached to any Items of property and equipment described in said Schedule A, whether now owned or hereafter acquired, except such thereof as remain the property of the Lessee under the Lease, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to the Equipment, except such thereof as remain the property of the Lessee under the Lease; and
- (c) all rents, issues, income, profits and proceeds arising from or in connection with any of the foregoing, subject always to the exceptions, reservations and limitations contained in the section entitled "EXCEPTED RIGHTS IN COLLATERAL" of the Security Agreement.

SAVING AND EXCEPTING, however, from the properties in which a security interest is hereby created and granted, all property saved and excepted from the coverage of the granting clauses of the Security Agreement by the section entitled "EXCEPTED RIGHTS IN COLLATERAL" immediately following the granting clauses thereof.

THE DEBTOR hereby binds itself, its successors and assigns, to warrant and forever defend to the Security Trustee and its successors and assigns the security interest hereby created and granted.

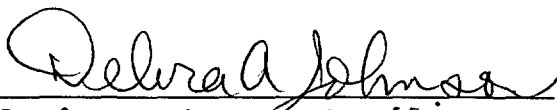
This Supplement shall be construed as supplemental to the Security Agreement and shall form a part of it and the Security Agreement is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Supplement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

This Supplement shall in all respects be governed by, and construed in accordance with, the laws of the State of Kansas, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Debtor and the Security Trustee have caused this Supplement to be executed, as of the day and year first above written.

THE CONNECTICUT NATIONAL BANK, not  
individually but solely as Owner Trustee

By   
Its CORPORATE TRUST OFFICER  
DEBTOR

WILMINGTON TRUST COMPANY, not in its  
individual capacity but solely as Security  
Trustee


By \_\_\_\_\_  
Its Authorized Officer  
SECURITY TRUSTEE

IN WITNESS WHEREOF, the Debtor and the Security Trustee have caused this Supplement to be executed, as of the day and year first above written.

THE CONNECTICUT NATIONAL BANK, not  
individually but solely as Owner Trustee

By \_\_\_\_\_  
Its  
DEBTOR

WILMINGTON TRUST COMPANY, not in its  
individual capacity but solely as Security  
Trustee

By  \_\_\_\_\_  
Its Authorized Officer  
SECURITY TRUSTEE

STATE OF Connecticut )  
 ) SS HARTFORD  
COUNTY OF HARTFORD )

On this 18<sup>th</sup> day of December, 1992, before me personally appeared Debra A. Johnson, to me personally known, who being by me duly sworn, says that he is a CORP. TR. OFFICER of The Connecticut National Bank, that said instrument was signed on December 18<sup>th</sup>, 1992 on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Susan P. McNally  
Notary Public

SUSAN P. McNALLY  
NOTARY PUBLIC  
MY COMM. EXPIRES MARCH 31, 1995

(SEAL)

My commission expires \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of December, 1992, before me personally appeared, \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is a \_\_\_\_\_ of Wilmington Trust Company, that said instrument was signed on December \_\_, 1992 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution and foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

(SEAL)

My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of December, 1992, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is a \_\_\_\_\_ of The Connecticut National Bank, that said instrument was signed on December \_\_\_, 1992 on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

(SEAL)

My commission expires \_\_\_\_\_

STATE OF Delaware )  
 ) SS  
COUNTY OF New Castle )

On this 17<sup>th</sup> day of December, 1992, before me personally appeared, Carolyn C. Daniels, to me personally known, who being by me duly sworn, says that he is ~~Senior Financial Services Officer~~ of Wilmington Trust Company, that said instrument was signed on December 17, 1992 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution and foregoing instrument was the free act and deed of said corporation.

Sonja F. Allen  
Notary Public

(SEAL)

My commission expires: \_\_\_\_\_

SONJA F. ALLEN  
NOTARY PUBLIC  
My Commission expires May 30, 1994

**SCHEDULE A**

**UNITS**

<b>EQUIPMENT</b>	<b>QUANTITY</b>	<b>REPORTING MARKS</b>
Rotary Dump Gondola Cars	352	JECX 1283 1288-1638, Inclusive